

## EXHIBIT F

## HIGHLIGHTS OF SETTLEMENT AGREEMENT WITH NEXTEL

### Involvement in Certain Other Proceedings

1. Promptly upon the execution by counsel and Nextel of this Agreement, Claimants and Leeds, Morelli & Brown (hereinafter LM&B) will take all steps necessary so that all Lawsuits and Agency complaints will be withdrawn, other than any worker's compensation claims that have been filed prior to the date of the Agreement is executed.
2. Claimant will not seek to participate as a class representative or member of any individual or purported class action that may be filed against Nextel or the Released parties, based on events up to and including the date that the Dispute Resolution and Settlement Agreement was executed and that claimant will opt-out of any such class.

### Confidentiality

3. Claimants understand and agree that (i) the terms of this Agreement, (ii) any matters related to any claim alleged by any claimant, (iii) any statements made by any Party or non-party witness during the Dispute Resolution Process ("DRP") and (iv) the terms of any resolution reached between the Parties hereunder including pursuant to DRP are confidential, however you can disclose such information to a financial advisor/personal attorney or a mediator/arbitrator.
4. This confidentiality provision does not preclude disclosure of Confidential information to : (a) a mediator or an arbitrator pursuant to DRP; or (b) a claimant's personal attorney of financial advisor, or expert retained by a claimant or by LM&B to represent one or more of the claimants in DRP, so long as the claimant instructs such person not to disclose any Confidential information to any other person and such person executes a Non-Disclosure Agreement in the form annexed hereto as Exhibit D.
5. If a Claimant, any expert retained by a Claimant or a Claimant's personal attorney or financial advisor breaches this confidentiality provision after such Claimant received relief in this process, such Claimant will be required to return the full amount of monies paid and the value of any benefits received, but nevertheless will still be bound by all the terms of this Agreement.

### Approval of Withdrawals/Dismissals

6. As promptly as possible and, in any event, no later than 2 weeks after the date this Agreement has been fully executed by the Parties through their respective counsel, LM&B will deliver to Nextel copies of withdrawal notices for all pending actions filed in court and administrative agencies (i.e, EEOC complaints).

Individual Agreements and Discovery

7. As promptly as possible and, in any event, no later than 10 weeks after the date that the relevant government and/or administrative bodies have issued written approval of withdrawal for all agency complaints and lawsuits, LM&B will provide Nextel with an Individual Agreement in the form of Exhibit A, executed by each Claimant and notarized, along with a separate written demand for each Claimant ("the claimant statement") in the form of Exhibit B setting forth in detail Claimant's claim of discrimination against Nextel.
8. Nextel may within 2 weeks of receiving a Claimant Statement notify LM&B in writing that it considers such Claimant Statement to contain insufficient detail.
9. As promptly as possible and, in any event, no later than 2 weeks after notification that a Claimant Statement is deficient, LM&B shall provide Nextel with an amended Claimant Statement for such Claimant.
10. Failure to timely provide Nextel with a Claimant Statement or amended Claimant Statement in substantial compliance shall serve as a sufficient basis to reduce or bar a Claimant's recovery except in the event of extraordinary circumstances beyond the control of Claimant and/or LM&B, but such Claimant nevertheless will remain bound by all of the terms of this Agreement.
11. The effective date of this Agreement is when all of the following occur:
  - A. This Agreement is executed by LM&B and counsel for Nextel;
  - B. All pending lawsuits and agency complaints are withdrawn; and
  - C. Nextel receives signed and notarized Individual Agreements (Exh. A) and Claimant Statements for each Claimant (Exh. B).
12. Over the course of a period of 15 weeks commencing with the Effective Date of this Agreement Nextel must provide each claimant with all of the following:
  - A. Claimant's personnel file
  - B. Any prior written complaint of Discrimination made by the Claimant against any person identified as having discriminated against Claimant in Claimant's Statement, of which Nextel has a record.
  - C. Relevant pay or benefits information for appropriate comparator(s) identified in such Claimant's Claimant Statement.

13. Claimant is entitled to review his/her personnel file, but not receive a copy. However, LM&B will arrange for a mutually convenient time for Claimant to personally review his/her file at a location that is convenient to Claimant.
14. As promptly as possible and, in any event no later than 2 weeks after the date that Nextel provides LM&B with the Discovery, LM&B will present in writing, for that Claimant, a demand for resolution of his/her claims, including any monetary and/or non-monetary relief sought.

Dispute Resolution Process

15. Each claimant agrees to be bound by the result of DRP and not to pursue any other relief in any other forum for any claim that he/she has or may have against Nextel and its subsidiaries, and waives all rights to pursue any other such relief in any other forum.
16. The DRP will consist of three phases: (i) interview and direct negotiation, (ii) non-binding mediation of any unresolved claims, and (iii) binding arbitration of any unresolved claims.
17. Instead of participating in the DRP, any claimant may elect to receive \$500 upon furnishing Nextel with a Claimant Statement and an executed and notarized General Release.
18. In consideration for having all of your out of pocket expenses (excluding expert fees) and attorneys fees paid for by Nextel and participating in a "fast track" DRP, each claimant waives entitlement to punitive damages and non-monetary relief in the Binding Arbitration Phase of DRP. However, if a binding arbitrator finds that you should be awarded non-monetary relief, you may receive an additional award of one year full salary on top of any monetary relief awarded.
19. Nextel agrees to bear the administrative fees incurred during non-binding mediation and/or arbitration.
20. If Nextel wishes to skip non-binding mediation with a claimant, and such claimant nevertheless elects to proceed with non-binding mediation and the parties are unable to resolve claimant's claims and the arbitrator awards such claimant less than the amount of Nextel's settlement offer, claimant will be obligated to pay Nextel (i) twice the administrative fees incurred during Non-binding mediation and (ii) the mediator's fees and expenses.

### Claimant's Good Faith

21. Each claimant is obligated to cooperate in good faith during each phase of DRP including, but not limited to, (i) making oneself readily available to Leeds, Morelli & Brown, (ii) promptly responding to Leeds, Morelli & Brown's requests for information and (iii) adhering to the strict deadlines set forth in the Agreement.
22. If a claimant fails to appear for his/her scheduled Interview and Direct Negotiation, Non-Binding Mediation or Binding Arbitration, and such claimant's failure to appear is not the result of extraordinary circumstances beyond the control of such claimant, such Claimant's failure to appear shall bar that Claimant's recovery.
23. If the arbitrator determines that a claimant failed to cooperate in good faith during any phase of DRP, such determination may serve as a basis for the arbitrator to reduce any award or bar such Claimant's claims.

### Interview and Direct Negotiation

24. Each such interview shall be conducted within 6 weeks of LM&B providing Nextel with a written demand for resolution of that Claimants' claims.
25. If a Claimant is a current employee of Nextel and that claimant's interview is scheduled during his/her normal working hours, Nextel will permit Claimant to take time off for the period of the interview itself (and travel to and from such interview if it is not conducted at the place of such Claimant's employment) without any reduction in pay.
26. During the interview, the parties will negotiate directly in an attempt to resolve all claims presented by the claimant. Claimants will cooperate in their respective interviews and assuming such cooperation, each such interview will not exceed two hours, absent extraordinary circumstances. Hopefully, most of the cases should settle at this point.

### Non-binding Mediation

27. Claimant's claims will proceed to non-binding mediation no sooner than 4 weeks and no later than 9 weeks after completion of the claimant's interview.
28. At this stage, you will be prepared by LM&B and have the opportunity to discuss the merits of your case with a non-binding neutral third-party. After the non-binding neutral third-party hears the merits of your case and Nextel's defenses, the non-binding arbitrator will make a recommendation on how much money Nextel should pay you to settle your case.

Binding Arbitration

29. If the parties cannot reach a resolution after non-binding mediation, Claimant's claims will proceed to binding arbitration no sooner than 8 weeks and no later than 12 weeks after the conclusion of non-binding mediation of such Claimant's claims.
30. All claims submitted to Binding Arbitration shall be decided by the arbitrator in accordance with the Federal, State and Local regulations applicable to each claim, including statute of limitations. Every claimant is guaranteed the right to have their claim go to binding arbitration, which is similar to a trial without a jury. At this stage witnesses will be called and testimony will be taken. Every Claimant will be well prepared in the event he/she decides to proceed to binding arbitration.
31. As a prerequisite for receiving any award, agreed upon or arbitrated, a Claimant shall execute and have notarized a general release.
32. Nextel is paying each Claimant's attorneys' fees, costs, and expenses (other than expert witness fees) in consideration for each Claimant participating in the DRP and honoring all of the conditions. This number covers all of LM&B's legal fees, costs, and expenses for representing approximately Six Hundred (600) Nextel claimants throughout the United States.

Consultancy Agreement

33. After the processing and resolution of all of the claims in the DRP, LM&B will be hired by Nextel to serve as a consultant to its companies for a two (2) year period, to provide assistance and legal advice to the companies as they may request regarding their anti-discrimination and diversity policies and programs (the "consultancy"). Claimant further acknowledges and understands that such consultancy presents a conflict of interest for LM&B, and Claimant hereby knowingly and voluntarily waive any objection to such conflict.
34. LM&B expects all Claimants to keep them updated with respect to any acts of discrimination that may occur when LM&B is a consultant to Nextel. LM&B hopes that through your participation and feedback we can inform Nextel immediately of any illegal acts of discrimination that take place.

Neutral Letter of Reference

35. All Claimants understand and agree that, if requested to provide a reference for any Claimant, Nextel will only confirm dates of employment, last position held and salary at the time of departure from such company or, if the Claimant is a current employee, his/her position and salary at the time the letter is provided.

Exhibit A

INDIVIDUAL AGREEMENT

1. I, \_\_\_\_\_, acknowledge that I have retained Leeds Morelli & Brown ("LM&B") to represent me to pursue claims against Nextel and/or its affiliates, subsidiaries, parents, divisions or predecessors and/or officers, directors, employees or agents of any of them (together, the "Companies") arising from my current or former employment by, or my attempt to obtain employment with, the Companies. I have reviewed the Dispute Resolution and Settlement Agreement; had the opportunity to discuss that Agreement with LM&B or any other counsel of my choosing; and agree to comply fully with the terms of that Agreement. While I may consult other counsel of my choosing with respect to the Dispute Resolution and Settlement Agreement, I agree that LM&B shall be my legal representative throughout the Dispute Resolution Process. I hereby authorized LM&B to execute on my behalf the Dispute Resolution and Settlement Agreement attached hereto and to make the Representations contained therein on my behalf.

2. I acknowledge and understand that, under subparagraph 2b of the Dispute Resolution and Settlement Agreement, I will not seek to participate as a class representative or member of any purported class action that may be filed against the Companies or the Released Parties, as defined in paragraph 8 of the Dispute Resolution and Settlement Agreement, based on events up to and including the date that the Dispute Resolution and Settlement Agreement was executed and that I will opt-out of any such class.

3. I acknowledge and understand that, under paragraph 11 of the Dispute Resolution and Settlement Agreement, Nextel has agreed to pay an amount of money to LM&B for the attorneys' fees and expenses, other than expert fees, that Claimants might otherwise



pay to LM&B and for which Claimants might otherwise reimburse LM&B for its representation of all Claimants through the Dispute Resolution Process, and for LM&B's services rendered in representing all Claimants through the expedited Dispute Resolution Process. LM&B will not collect or seek to collect from any Claimant any attorneys' fees (contingent or otherwise) or expenses, other than expert fees, to which it might otherwise be entitled pursuant to an agreement between LM&B and Claimants or otherwise. I hereby knowingly and voluntarily consent to this payment arrangement.

4. I acknowledge and understand that, under paragraph 12 of the Dispute Resolution and Settlement Agreement, after the processing and resolution of my claims and all other Claimants' claims against the Companies, LM&B will be hired by Nextel to serve as a consultant to the Companies for a two-year period, to provide such assistance and legal advice to the Companies as they may request regarding their anti-discrimination and diversity policies and programs (the "Consultancy"). I further acknowledge and understand that such Consultancy presents a conflict of interest for LM&B, and hereby knowingly and voluntarily waive any objection to such conflict.

4. I also acknowledge and understand that I am obligated to cooperate in good faith during each phase of the Dispute Resolution Process and hereby agree to so cooperate. I clearly understand that the Dispute Resolution and Settlement Agreement contains strict



Signature of Claimant

STATE OF \_\_\_\_\_ )  
 : ss.:  
COUNTY OF \_\_\_\_\_ )

Notary Public